

# Enrollment Contract

## THE KOAN SCHOOL ENROLLMENT CONTRACT

Rev. 03/2021

**This is a legally binding contract. Please read it carefully.**

Date: \_\_\_\_\_

This Contract is between The Koan School (hereinafter the "School") and the parent(s) or legal guardian(s) (referred to as "Parent," which term includes the singular or plural, as applicable) of \_\_\_\_\_ [insert student(s) name(s)] (hereinafter "Student"). All persons signing this Contract are jointly and severally liable for the tuition and fees set forth herein. Parent's signature and/or initials on this Contract evidence Parent's understanding and agreement to the terms of this Contract, as follows:

1. **Enrollment:** Student, if accepted, will be enrolled for all or a portion of the 20\_\_\_\_ - 20\_\_\_\_ academic year.

If this Contract covers a period other than the academic year stated above, then the tuition shown on the Tuition Schedule will be prorated for that period. If Student is accepted, Parent is aware that a final determination of classroom placement will be made by the School in accordance with the School's standard admissions or retention practices and that curriculum changes/decisions are made at the School's discretion. The Contract is valid only for the academic year stated and does not entitle Student to any future enrollment.

2. **Enrollment Fee:** [ ] [ ] (Initial(s)). Parent understands that for the School to consider Student's application and to conditionally reserve a place for Student for the academic year stated above, Parent must submit the original executed Contract, along with a **\$250 Enrollment Fee**, made payable to The Koan School within 10 days of the date of this Contract set forth above. Parent understands that the Enrollment Fee is earned by the School upon Parent's submission of the Contract and fees to the School and the School's consideration of Student's application. The Enrollment Fee is not refundable unless the School rejects, in its sole discretion, Student's application for admission and unilaterally cancels this Contract.

3. **Tuition Obligation:** [ ] [ ] (Initial(s)). Tuition amounts, discounts and deadlines for the various programs are set forth on the Tuition Schedule for the period covered by this Contract. Parent understands that Student is being enrolled for the entire School Year or period covered by this Contract. Parent further understands that the overhead expenses of the School do not diminish with the departure of some students during the course of the school year and agrees that it is impossible for the School to determine at the time of Parent's execution of this Enrollment Contract the damage and loss to the School that would occur due to the later cancellation/withdrawal of some of the students who have enrolled. Therefore, once this Contract has been submitted to the School with the Enrollment Fee set forth in Paragraph 2, Parent becomes liable for the entire academic year's (or other contract period's) tuition and fees as liquidated damages (and not a penalty) even if the Student is withdrawn, absent, or is involuntarily separated from School UNLESS the Parent terminates this Contract in strict accordance with the termination procedures set forth in Paragraph 5 below (or the School rejects, in its sole discretion, Student's application and unilaterally terminates this Contract). If Student is withdrawn, absent, or involuntarily separated, for any reason, including without limitation, change of residence, health, withdrawal, or expulsion, after the termination dates set forth in Section 4, there will be no refund or reduction of fees or tuition, and any unpaid balance may, at the School's election, become immediately due and payable.

4. **Termination Procedures:** [ ] [ ] (Initial(s)). Parent may terminate this Contract by submitting a WRITTEN Termination Notice to the School by the dates indicated below (the Termination Date). The Termination Notice must (a) be dated, (b) state the Student's name, (c) provide a reason for the termination of the Contract; and (d) be RECEIVED by the School on or before the Termination Date. If such Termination Notice is timely received, Parent will be relieved of all tuition paid and other payments and fees that would have come due after the Termination Date. Even if this Contract is terminated pursuant to the terms of this Section, Parent understands that the School will not refund any portion of the Student's Enrollment Fee set forth in Section 2, except as explicitly set forth in Section 2.

The Termination Deadline is as follows:

- A. If the Student was enrolled by June 14 (prior to the start of the academic year applicable to this Contract), the Termination Notice in the format stated above must be RECEIVED by June 15th (prior to the start of the academic year applicable to this Contract).
- B. If the Student is first enrolled on or after June 15th (prior to the start of the academic year applicable to this Contract), no termination option is available.

Time is of the essence as to all deadlines stated in this Enrollment Contract.

5. **Incidentals:** Parent agrees to pay the School for incidental fees, such as Interest, Extended Day charges, overdue Library Fees, unreturned text books, field trips up to \$25.00, etc. charged to Parent's account within thirty days of receipt of each statement (field trips over \$25.00 will be paid by Parent in accordance with the terms of the specific trip).
6. **School Rules:** Student's enrollment at the School is subject to the general statements, rules, regulations, conditions, and financial terms contained in the School's Parent and Student Handbook and other published documents, which may be amended from time to time. Parent acknowledges that Parent and Student must abide by such School rules and guidelines.
7. **Support:** Student's enrollment at the School is subject to Parent support of the standards of the School in its philosophy, methods, objectives, and policies, including moral, academic, behavioral, dress, conduct, and disciplinary standards; to assume the responsibility for parental monitoring of Student's education, being an encourager, and keeping in regular contact with Student's teachers; and to attend mandatory meetings called by the School. Parent also agrees to support, to the best of Parent's ability, the School's entire program through time, attendance at parent meetings, and participation in various School activities.

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8. **Termination of Student's Attendance:** The School has the right to suspend or terminate the attendance of any student for reasons set forth in the Parent and Student Handbook (or other published document), for reasons that the School Administration considers detrimental to the School community, student, or to other students of the School, or for the Parent's failure to pay all or any part of the Parent's financial obligations for Student's attendance (including any amounts charged on Student's account with the School).
9. **Payment and Late Fees:** [     ] [     ] (Initial(s)). Parent understands and agrees that a Late Charge of \$25.00 may be added for any delinquent payment (which is defined as a payment not received within 5 days after the due date). In the event of default (default being 30 days past due), Parent also agrees to pay all costs of collection, including collection agency fees, attorneys' fees, court costs, and interest of 1.5% per month. Further, as to any account more than 90 days in arrears, the School may accelerate the total unpaid balance of tuition and fees due under this Enrollment Contract. When accounts are in arrears, the account may be referred to the School's collection agent and/or counsel for satisfaction..
10. **Default of Payment:** All accounts must be current before records and transcripts can be released or transferred to other schools. Student will not be allowed to continue to attend classes or participate in other School activities unless tuition and fees are paid by stated deadlines (or until Parent makes other written arrangements acceptable to the School).
11. **Photos and Images:** Parent agrees to allow the Student's name, photograph, voice, image, and information to be used by the School for use in the School's publications, promotion materials, social networks, and website, without compensation and without prior notice. Parent also allows Student to be interviewed by the media on campus or at school-related events. Parent releases and holds the School harmless from any liability stemming from the use of the Student's name, photograph, voice, image, or information. Parents may opt-out of this provision by submitting a separate Media Opt-Out Release form.
12. **School Directory:** Parent authorizes the School to place family information, including name(s), home city(ies), email address(es), and telephone numbers of Parent, Student, and other children in attendance at the School, in a directory of students to be available to School families. Parent acknowledges that this directory and the information therein is not to be used for commercial use and is not to be distributed to any person other than School faculty, staff, students and their families.
13. **School/Family Cooperation:** A positive and constructive relationship between the School and Family Member (defined as Parent, Student, or other person associated with Student) is essential to the School's educational purpose and responsibilities to its students. If any Family Member engages in behavior, communications, or interactions on or off campus, that is disruptive, intimidating, overly aggressive, or reflects a loss of confidence in or disagreement with the School's policies, methods of instruction or discipline, or otherwise interferes with the School's safety procedures, responsibilities, or accomplishment of its educational purpose or program, the School reserves the right to dismiss the Family or Family Member from the community. The School may also place restrictions on a Family Member's involvement or activity at School for other reasons that the School deems appropriate. Any determination under this Section shall be in the School's sole discretion. There will be no refund of tuition where such dismissal occurs and any unpaid balance is payable in full according to the terms of this Contract. The School also reserves the right to withdraw an offer of enrollment or re-enrollment at any time and to void an executed Enrollment Contract.
14. **Medical Authorization:** [     ] [     ] (Initial(s)). Parent authorizes the School to secure any and all necessary emergency medical care for Student. Parent hereby releases and agrees to hold the School harmless from any liability which might arise from the giving of such consent. Parent agrees to reimburse the School for any and all medical expenditures made on the Student's behalf.
15. **Consent to Onsite Medical Care, Including Referrals for Student Counseling:** The Parent hereby authorizes the School to supply medical care as needed for Student (including administration of allergy medications, Epi-Pens, etc. according to the Student's prescription from a licensed practitioner) or other minor medical care or emergency as determined to be appropriate by the School Staff. The Parent also authorizes the School's staff to meet and counsel with Student regarding emotional, social, or family circumstances. Parent hereby releases and holds the School harmless from any liability which might arise from the provision of such medical care or counseling services.
16. **New Student Transcripts:** If Student is transferring from another school, it is the Parent's responsibility to ensure that the transferring school promptly provides the School with an official transcript and all applicable student records (ie. IEP, 504, counseling files).
17. **Student's Satisfactory Completion of Current School Year:** This Contract is further conditioned upon the Student completing the current academic year in good standing, both academically and behaviorally. If, after completion of the current school year, the School determines in its sole discretion that Student has not met these requirements, the School has the right to unilaterally cancel this Contract.
18. **Release of Student Records:** Parent consents and holds the School harmless for the release of Student's records and information upon request by an educational institution or law enforcement agency. Parent also releases and holds the School harmless from any liability stemming from the use, disclosure, or release of Student's records or information.
19. **Promotional Materials/Statements:** The School continually strives to ensure the accuracy of all written materials, including, but not limited to, promotional information, catalogs, brochures, handbooks, and advertising. In an effort to do so, however, information included in the materials (including class sizes, student-to-teacher ratios, School accreditation, teacher qualification, specialization, and length of service, etc.) may change as programs grow and as staff changes. Prior to relying on any written materials in making your decision to enroll Student in the School, please verify the accuracy of information with the Administrator. Please also understand that even if the information was accurate at the time that you enrolled the Student, the information may change prior to commencement of classes or during attendance at the School. Please also note that only the Head of the School (or their designee) has the authority to make commitments regarding the nature of the program, specific arrangements for Student, or other changes from the School's regular curriculum.
20. **Understanding of Terms:** Please read this Contract carefully. By signing below, Parent acknowledges that Parent understands the terms of this Contract, Parent's obligation to pay the full year's tuition even if the Student is withdrawn or dismissed, the Parent's option to terminate, and all other obligations set forth herein. If Parent has questions about the terms, Parent is encouraged to seek advice of counsel or to seek clarification from the Administrator.

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21. **Force Majeure:** The School's duties and obligations under this Contract shall be suspended immediately without notice during all periods that the School is closed because of force majeure events including, but not limited to, any fire, act of God, hurricane, war, governmental action, act of terrorism, epidemic, pandemic, change of laws or regulations or any other event beyond the School's control. If such an event occurs, the School's duties and obligations in this Contract will be postponed until such time as the School, in its sole discretion, may safely reopen. In the event that the School cannot reopen due to an event under this clause, the School is under no obligation to refund any portion of the tuition paid.
22. **Reimbursement for Domestic Legal Issues:** Parent understands and agrees that the School's primary purpose is to provide educational opportunities to the students within its institution. Parent also understands that it is disruptive to the School for a Parent to involve the School (or any of its employees) in domestic legal disputes between the Parents and that the School often must pay for legal fees and costs associated with such issues. Therefore, the Parent agrees to promptly reimburse the School for all expenditures incurred by the School as a result of Parent's domestic legal disputes. Parent agrees to reimburse the School for such fees/costs within thirty (30) days of School billing Parent for such expenses. Where the School accumulates these fees because of the actions of multiple students, the School may bill parents collectively. Any dispute between the parent of multiple students regarding which parent may owe which portion of the bill must be resolved between those parents so that the bills for reimbursement to the School can be paid on a timely basis. A Parent or parents' failure to pay such fees/costs promptly may result of dismissal of the family from the School.
23. **Parent's Commitment to Truthfulness in the Admissions and Enrollment Process:** The School is relying on the completeness and truthfulness of the information provided by the Parent in the admissions and enrollment process. If the School finds out after the Student has been admitted and enrolled that the Parent was not truthful in the admissions and enrollment process on any issue that the School, in its sole discretion, finds to be important, the School has the absolute right to terminate this Contract. There will be no refund of tuition where such termination occurs and any unpaid balance is payable in full according to the terms of this Contract.
24. **Authority:** Each party represents and warrants to the other (1) that it has full power to enter into and perform its obligations under this Contract; and (2) that this Contract constitutes its legal, valid, and binding obligation, enforceable in accordance with its terms. Parents in two-parent households agree that each is acting as agent for the other. Modification of this agency relationship shall be in writing and delivered to the School. No oral modifications will be recognized or accepted.
25. **Entire Agreement:** This Agreement sets forth the entire understanding of the parties hereto with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous oral understandings between the parties. There have been no representations or warranties made by any party other than the representations and warranties contained herein.

\*Both parents must sign (unless the School, in its discretion, permits enrollment with one parent's signature).

_____	_____	_____
*Signature of Parent 1 (or legal guardian)	Printed Name of Parent 1 (or legal guardian)	Date

_____	_____	_____
*Signature of Parent 2 (or legal guardian)	Printed Name of Parent 2 (or legal guardian)	Date

Any person signing below, although not a Parent or Legal Guardian, agrees to be responsible for all financial obligations set forth above:

_____	_____	_____
Signature of Person Financially Responsible	Relationship (if any) to Student	Date